

Beazer Materials and Services, Inc.
A Member of THE BEAZER GROUP
Law Department
436 Seventh Avenue, Pittsburgh, PA 15219
Phone: 412-227-2430 Fax: 412-227-2042



5580A

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General Counsel
Thomas Burgunder
Thomas F. Reid
George Carroll
Mary Dombrowski Wright
Billie Schrecker Nolan
William F. Giarla
Babette Magee
James B. Springfield
Real Estate Manager

May 18, 1989

RECEIVED
MAY 19 1989

TECHNICAL SUPPORT
SECTION

Susan Swales (5HS-12)
Superfund Program Management Branch
U.S. Environmental Protection Agency,
Region V
230 South Dearborn Street
Chicago, Illinois 60604

Re: Himco Landfill
Elkhart, Indiana

Dear Ms. Swales:

I am writing in response to the Agency's April 20, 1989 request for information. On January 5, 1989 Beazer Materials and Services, Inc. (BM&S), formerly Koppers Company, Inc., responded to the Agency's request for information letter regarding the above-referenced site. In a telephone conversation with Mr. Robert Lance, U.S. EPA, Region V, it was explained that BM&S' first response did not address the time period in question, 1960-1976. BM&S' January 5, 1989, response addressed the actual time frame for operations of Parr, Inc. at Elkhart, Indiana. Parr, Inc. was not in operation in Elkhart until August 1976 when they entered into a lease agreement with Verdant Corporation. Therefore, BM&S has no involvement for the 1960-1976 time period, which is now in question.

We do not believe Beazer Materials and Services, Inc. is a PRP at Himco Landfill. Information from both the EPA and the PRP Group has indicated that Himco Landfill operated during the years 1960-1976 and was formally closed in September, 1976. Parr, Inc. began operating in Elkhart in August, 1976 and was therefore only in operation for approximately one month during the time Himco Landfill operated. Additionally, the Parr facility did not nor has it ever generated hazardous waste.

Enclosed is a copy of a lease agreement (Attachment #1) between Verdant Corporation and Parr, Inc. entered into on August 1, 1976. Prior to this date, Parr, Inc. did not have any facilities in Elkhart or the State of Indiana. According to plant personnel, operations at the Elkhart plant began in 1976 and

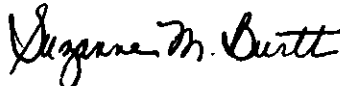
May 18, 1989
Susan Swales
2.

initially consisted of the production of extruded tapes. Bulk extruded compound was received from Parr's Fort Worth, Texas plant and reprocessed into tapes. No manufacturing of product was performed in 1976. Therefore, as previously stated, the plant did not at that time, nor has it ever generated hazardous waste.

Also enclosed for your review, in addition to the Lease Agreement, are copies of the Recording of the Deed (Attachment # 2) for the property subsequently leased by Parr, Inc. and a Memorandum of Lease (Attachment #3) indicating the assignment of the lease from Parr, Inc. to Koppers Subsidiary, Inc. on May 23, 1978.

If you have any questions or comments concerning the above information, please contact me at 412/227-2615.

Very truly yours,



Suzanne M. Burt

Enclosures

cc: Himco Landfill PRP Group (w/enclosures)
Babette Magee (w/o enclosures)
B. Hamilton (" ")

LEASE

THIS AGREEMENT made this 1st day of August, 1976 between VERDANT CORPORATION, a corporation organized under the laws of Indiana, (hereinafter called the Lessor), and PARR, INC., a corporation organized under the laws of the State of Ohio (hereinafter called the Lessee).

W I T N E S S E T H :

FOR and in consideration of the rent and the covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, Lessor hereby demises and leases to Lessee all of a building 100' x 200' in size, located in Elkhart, Indiana, on a plot more particularly described as follows:

Lot C-10, as the said lot is known and designated on the recorded Plat of NORTHLAND PARK FIRST SECTION; said Plat being recorded in Plat Book 12, page 32 in the Office of the Recorder of Elkhart County, Indiana.

Said premises are hereinafter called the "Demised Premises".

The term of the lease shall be Ten (10) years, commencing on the first day of August, 1976.

Yielding and paying therefore, during the term aforesaid, the ANNUAL rent of TWENTY-FOUR THOUSAND AND no/100 (\$24,000.00) DOLLARS, payable in equal monthly installments of TWO THOUSAND AND no/100 (\$2,000.00) DOLLARS each, on the first day of each and every month of said term, in advance, all such rent being payable at P.O. Box 1322, Elkhart, Indiana 46514.

COVENANTS OF LESSEE:

1. Said Lessee does hereby covenant and agree with said Lessor that it will:
 - (a) pay said rent at the times and place in the manner aforesaid;
 - (b) consider this to be a net, net lease and accordingly shall pay, as additional rental, the premiums when due, for fire and hazard insurance placed upon the buildings located upon said premises based on the insured value of the building.
 - (c) pay, when due, as additional rental all real estate taxes upon the demised premises during the term hereof;
 - (d) use and occupy said premises in a careful and proper manner;
 - (e) not commit any waste therein;
 - (f) not use or occupy said premises for any unlawful purpose; and will conform to and obey all present and future laws and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of the demised premises;
 - (g) not assign this lease, nor underlet said premises, nor any part thereof, without the written consent of said Lessor, provided, however, such consent shall not be

unreasonably withheld; and further provided that Lessee may assign or underlet said premises to any affiliated or related company.

- (h) not use or occupy said premises, or permit the same to be occupied or used for any purpose or business deemed extra hazardous on account of fire or otherwise, provided however that the conduct of Tenant's present business shall not be deemed extra hazardous;
- (i) make no alterations or additions in or to said premises without the written consent of said Lessor provided, however, that such consent shall not be unreasonably withheld. Lessee agrees to hold Lessor harmless from any and all costs and expenses incident to the alterations or additions by Lessee to the Demised Premises;
- (j) lease the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received reasonable wear and tear and damage by fire, casualty and the elements excepted;
- (k) permit the Lessor to enter upon the said premises at all reasonable times to examine the conditions of same;
- (l) indemnify and save harmless the Lessor from and against loss or damage to personal property located in or upon the leased premises belonging to the Lessee or any other person;

- (m) obtain and maintain in force and effect adequate public liability insurance and agrees to keep and save harmless the Lessor against all penalties, claims or demands of whatsoever nature (excepting those resulting from the negligence of the Lessor), that may be made against them from and after the commencement of this lease, arising from and growing out of the use of the Demised Premises by Lessee including any failure by the Lessee to keep, perform and observe each and every one of the covenants, agreements and conditions herein contained on its part to be kept, performed and observed. Lessee shall, exhibit to the Lessor a policy or certificate of insurance evidencing compliance with the foregoing requirements;
- (n) make all repairs, other than structural, to the interior or exterior of the Demised Premises.

COVENANTS OF THE LESSOR:

2. And the Lessor on its part covenants and agrees with Lessee that it will:

- (a) maintain the roofs, walls and foundations of the Demised Premises (excluding window glass and interior or exterior painting), in good repair and tenantable condition except as to (1) damage arising from the negligence of the Lessee, its agents or employees and (2) repairs required to be made by the Lessee as provided in paragraph 1 (n); subject, however, to the provisions of paragraph 3 (a);
- (b) indemnify and save the Lessee harmless from and against any loss, damage and liability (except fire loss and losses commonly insurable by extended coverage endorsements), occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Lessor, the Lessor's agent or employees;

MUTUAL COVENANTS:

3. It is mutually agreed by and between the Lessor and the Lessee that:

- (a) if the building shall be damaged by fire, windstorm, or explosion or other casualty during the term hereof, the Lessor shall repair the same with all reasonable dispatch, and the rent herein reserved or a fair and just proportionate part thereof according to the extent of such damage to the premises herein leased,

shall abate until said building is repaired; provided however, in case the aforesaid building or any part thereof is damaged to the extent of 50 percent or more by fire, windstorm, explosion or other casualty the Lessor may determine not to restore said building to its former condition as existing immediately prior to said damage, in which the Lessor may terminate this lease by giving written notice thereof to the Lessee within thirty (30) days after the occurrence of any such loss or damage. If the Lessor fails to commence the repair or restoration promptly, Lessee may repair the damage and deduct the entire cost thereof from any rents and additional rents thereafter becoming due;

(b) if the Lessee shall pay the rent as herein provided; and shall keep, observe and perform all of the other covenants of this lease by it to be kept, performed and observed, the Lessee shall and may, peaceably and quietly, have, hold and enjoy the said premises for the term aforesaid;

(c) if the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any of the covenants, terms, conditions or provisions of this lease, and the Lessee shall fail to remedy such default within twenty (20) days after written notice thereof from the

Lessor; or if the Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if a receiver of any property of the Lessee in or upon said premises be appointed in any action, suit or proceeding by or against the Lessee, or if the interest of the Lessee in said premises shall be sold under execution or other legal process, it shall be lawful for the Lessor to enter upon said premises, and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine, without prejudice however to the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;

- (d) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and

assigns of the parties hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatever.

- (e) Lessee shall have the option of extending this lease for terms and a period to be negotiated.
- (f) Lessee shall have the option to purchase the property hereunder leased on September 30, 1976, for \$195,000.00.

If the option to purchase on September 30, 1976 is not exercised, Lessee shall have the right to purchase the property ^{at any time during the term hereof} on ~~8/1/81~~ ^{at any time during the term hereof} for \$195,000.00 adjusted for any increase in the Dodge Building Cost Calculator & Valuation Index for the region including Elkhart, Indiana, for the period of 9/30/76 to date of purchase. Lessee shall notify Lessor sixty days prior to ^{the purchase date} ~~August 1, 1981~~ if he wishes to exercise his option to purchase.

IN WITNESS WHEREOF, this instrument has been executed by the Lessor and the Lessee on the day and year first above written.

ATTEST:

William J. Rudwig
Secretary

VERDANT CORPORATION

LESSOR

James A. McNeil
Pres.

ATTEST

[Signature]
Secretary

PARR INC.

LESSEE

[Signature]

No.

Miscellaneous Record 104, page 653.

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, Allan J. Ludwig and David J. Miller (hereinafter referred to as Grantors) are the owners of the following described real estate, situate in Elkhart County, State of Indiana, more particularly described as follows, to-wit:

EXHIBIT "A"

and

WHEREAS, the said Grantors desire to subject said property to the conditions, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof, to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement of said property.

NOW, THEREFORE, the said Grantors, hereby declare that the real property hereinabove described is and shall be held, transferred, sold, and conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

1. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the said Industrial Park hereby restricted by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise.
2. No building or structure shall be erected, permitted or placed on any part of said real estate unless the exterior construction thereof is stone, brick, steel, reinforced concrete, painted concrete block, glass, equivalent construction or a combination of these materials, except that, where futuro

No.

Miscellaneous Record 104, page 653, cont'd.

expansion is contemplated, walls may be constructed of other materials. All such buildings and structures shall be constructed of non-combustible materials.

3. No excavations or excavating work shall be permitted on any part of said real estate, except excavations for the purpose of construction of buildings and tangible improvements on such real estate immediately prior to and during the construction of such buildings and tangible improvements. No soil, sand, gravel, minerals, aggregate or earth materials shall be removed from said real estate except as a part of such excavations made for the purpose of construction of buildings and tangible improvements on said real estate.

4. All of the aforementioned real estate and all buildings, structures, improvements and appurtenances shall be attractively landscaped and that portion of said real estate not used for buildings, structures, parking areas, driveways, streets and other landscaping shall be planted and maintained in good condition.

5. Billboards or other advertising signs, other than those identifying the name, business and products of the person or firm occupying the premises shall not be erected, permitted or placed on any part of the said real estate

6. Adequate off-street parking, loading and unloading facilities shall be provided and maintained by the owners of said real estate for all employees, customers, agents, invitees, and all other persons transacting business with either the owners or occupants of any part or all of said real estate. All off-street parking, loading and unloading areas shall be paved or constructed of suitable hard surfacing and maintained in good condition.

7. No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be (kept) stored, (maintained) or accumulated on any part of the said real estate outside of buildings erected thereon unless properly screened so as not to be visible from beyond the screening.

8. It is contemplated that maneuvering of trucks and trailers be confined in as far as possible to the premises of each establishment.

9. All of said real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances thereon must at all times be maintained in a safe, clean and good condition.

No.

Miscellaneous Record 104, page 653, cont'd.

10. No construction, erection, relocation, or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping or other facilities may be commenced and completed on any part of said real estate without securing in advance the written consent and approval of the Grantors or their successors in interest. However, this written consent and approval shall not be unreasonably withheld. The following information, as appropriate, shall be submitted to the Grantors for consideration of any plans:

- a. Preliminary architectural plans for the proposed building and structure or improvement.
- b. A site plan showing location and design of buildings, structures, signs, driveways, driveway intersection with streets, parking areas, loading areas and sidewalks.
- c. A grading plan and a planning plan, including screen walls and fences, if any, for analysis of adequacy of visual screening, erosion, control and landscaping.
- d. A description of proposed operations on said real estate, an estimate of the maximum number of employees contemplated and a plan showing location of utilities and easements therefore, if any.
- e. Any other information requested by the Grantors, and any information to show compliance with each and all of these restrictions.

11. Each owner, lien holder and tenant of any part of the above described real estate hereby agrees to cooperate in the planning, granting, executing acknowledging and recording of all easements and instruments establishing such easements deemed necessary and reasonable by the Grantors for the further development of said Industrial Park, which easements may include those deemed necessary for electric, telephone, gas, water and sewerage purposes and for entrance and access roads.

12. If the grantee or its successors and assigns or any lessee or occupant of any part of such real estate or any other person should violate or attempt to violate any of the covenants, conditions and restrictions contained herein it shall be lawful and permissible for the Grantors, any owner of realty adjacent to that real estate on which such violation is occurring or contemplated

No.

Miscellaneous Record 104, page 653, cont'd.

or the owner or occupant of any other real estate in said Industrial Park, regardless of whether adjacent thereto, or any one or more of such persons, to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions, for any remedies that are available, including, but not limited to, action for injunctive relief and damages. The Grantors shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions, and restrictions, all attorneys' fees, costs and expenses; without relief from valuation and appraisement laws, incurred by said Grantors with respect to occurring, the enforcement of, or the compliance with, these covenants, conditions and restrictions, or with respect to any action with, at law or in equity, commenced by it for such purpose or purposes.

13. The invalidation or unenforceability of any one of these covenants, restrictions, or conditions, shall in no way affect the validity or enforceability of any of the other covenants, conditions or restrictions, which shall remain in full force and effect. The failure of any one to insist on the performance of any covenant, restriction or condition contained herein at any time shall not be deemed to bar, waive or stop the right to insist on the performance thereof at a later time, nor shall the failure of anyone to insist on the performance of any such covenant, restriction or condition at any time or times be construed to constitute abandonment, annulment or revocation of such covenant, restriction or condition.

14. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or person except in respect to breaches committed during its, his or their seisin of, or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

No.

Miscellaneous Record 104, page 653, cont'd.

15. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. The Grantors reserve the right to change, modify or amend the above restrictions as to any real estate then owned by it if, in their judgment said changes, amendments or modifications would further carry out the intents and purposes stated within.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed this 22nd day of May, 1973.

Karon A. Ludwig
Karon A. Ludwig

Allan J. Ludwig
Allan J. Ludwig

David J. Miller
David J. Miller

EXHIBIT "A"

A part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26), Township Thirty-eight (38) North, Range Five (5) East, Osolo Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the southwest corner of said quarter section; thence due north (assume bearing) along the west line of said quarter section, one thousand three hundred (1300) feet to the place of beginning; thence continuing due north along the west line of said quarter section, four hundred sixty (460) feet; thence north eighty-eight (88) degrees fifteen (15) minutes fifteen (15) seconds East, five hundred (500) feet; thence due south, parallel with the west line of said quarter section, four hundred sixty (460) feet; thence south eighty-eight (88) degrees fifteen (15) minutes fifteen (15) seconds west, five hundred (500) feet to the place of beginning, containing approximately 5.28 acres of land.

Subject to easements for highway purposes over the west forty (40) feet and the south ten (10) feet of the above described land.

No.

Miscellaneous Record 104, page 653, cont'd.

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State personally appeared ALLAN J. LUDWIG, KARON A. LUDWIG and DAVID J. MILLER, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed, this 22nd day of May, 1973.

(LS)

Victor Arko
Victor Arko, Notary Public

My commission expires 3-15-77.

This instrument prepared by Allan J. Ludwig, 190 East Shopping Place, Elkhart, Indiana 46514.

RECORDED: June 4, 1973 at 2:06 PM

Marjorie L. Milbourn
Elkhart County Recorder

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interests or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long
President.

ATTEST:

Chester C. McCallough
Secretary

Issued by:
ELKHART COUNTY ABSTRACT
COMPANY, INC.
420 South Second Street
Elkhart, Indiana 46514
(219) 295-1620

Jack L. Dyer
Authorized Signatory



MEMORANDUM OF LEASE

On the 1st day of August, 1976, VERDANT CORPORATION, a corporation organized under the laws of the State of Indiana, demised and leased to PARR, INC., a corporation organized under the laws of the State of Ohio, a building and a plot of land located in Elkhart, Indiana, more particularly described as follows:

Lot Number C-10 as the said Lot known and designated on the recorded Plat of NORTHLAND PARK FIRST SECTION; said Plat being recorded in Plat Book 12, page 32 in the Office of the Recorder of Elkhart County, Indiana.

The term of the lease is for a period of ten (10) years, commencing August 1, 1976 and the rental is specified in the lease.

By an Assignment and Assumption of Lease, dated December 20, 1977, PARR, INC. sold and assigned all its right, title and interest in and to said lease, dated August 1, 1976 unto KOPPERS SUBSIDIARY, INC., a Delaware corporation, whose name has now been changed to PARR, INC.

IN WITNESS WHEREOF, VERDANT CORPORATION, the lessor named in said lease, and PARR, INC., a Delaware corporation being the assignee of PARR, INC., an Ohio corporation, have caused this instrument to be executed this 23rd day of May, 1978.

ATTEST

VERDANT CORPORATION, Lessor

Allen J. Ludwig
Secretary

James H. Macneil
President

ATTEST

PARR, INC., Lessee

Robert J. Sobel
Secretary

E. A. Helt
President

664959

FILED FOR RECORD

MAR 23 10 20 AM '79

Myra J. C. Millman
ELKHART COUNTY RECORDER

KOPPERS COMPANY, INC.	
SECTION	CHECKED
Real Estate	FILED
Insurance	

STATE OF INDIANA)
) SS.
)
 COUNTY OF ELKHART)

Before me STEPHEN T. MACUMBER, a Notary Public, this 23RD
 day of MAY, 19 78, personally appeared Verdant Corporation
 by JAMES L. MACUMBER and ALLAN J. LUDWIG its
 president and secretary respectively, and acknowledged the execution of the foregoing

instrument.

(Notarial Seal)

S. T. Macumber
 Notary Public

12/22/80

STATE OF PENNSYLVANIA)
) SS.
)
 COUNTY OF ALLEGHENY)

Before me Sharyn Ott, a Notary Public, this 12th day
 of May, 19 78, personally appeared Parr, Inc., by
E. C. Hills and Robert J. Goble its
 president and secretary respectively, and acknowledged the execution of the foregoing
 instrument.

(Notarial Seal)

Sharyn Ott
 Notary Public

SHARYN OTT, Notary Public
 4000 10th Ave., Pittsburgh, Pa.
 My Commission Expires June 1st, 1979

This instrument was prepared by John F. Ramser, Koppers Bldg., Pittsburgh, Pa. 15219

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that Parr, Inc., an Ohio corporation, having its principal offices at 18400 Syracuse Avenue, Cleveland, Ohio (hereinafter called "Assignor"), for and in consideration of One Dollar (\$1.00) and other valuable consideration to it in hand paid by Koppers Subsidiary, Inc., a Delaware corporation, having its principal offices at Koppers Building, Pittsburgh, Pennsylvania (hereinafter called "Assignee"), receipt of which consideration is hereby acknowledged, does hereby sell, assign, transfer, convey, set over and deliver unto Assignee, its successors and assigns, all of its right, title, interest, estate and privileges in and to the following lease (hereinafter collectively referred to as the "Lease"):

Lease dated August 1, 1976 between Verdant Corporation and Parr, Inc. for that certain building located in Elkhart, Indiana;

TOGETHER WITH all renewal options and other rights, privileges, or benefits belonging to, or held by Assignor thereunder.

TO HAVE AND TO HOLD the Lease unto said Assignee, its successors and assigns, subject, however, to all terms, conditions and provisions contained in the Lease.

In consideration of this Agreement, Assignee hereby accepts the foregoing Assignment and assumes and agrees to perform all the duties, obligations, liabilities and undertakings of Assignor in respect of the Lease arising prior to, on and/or after the date of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 20th day of December, 1977.

Signed, Sealed and Delivered
in the Presence of

Robert J. Dele

Albert H. McLeod

Robert J. Dele

Albert H. McLeod

PARR, INC.

By Edward C. Hills
Edward C. Hills, President

Attest Richard H. Stewart
Richard H. Stewart,
Secretary

KOPPERS SUBSIDIARY, INC.

By John P. Smith
President

Attest Don Guizzo
Asst Secretary

FEDERAL EXPRESS**AIRBILL**USE THIS AIRBILL FOR DOMESTIC SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIRWAYBILL FOR SHIPMENTS TO PUERTO RICO.
QUESTIONS? CALL 800-238-5388 TOLL FREE.PACKAGE
TRACKING NUMBER

2956

9782756

Date
5/18/89**RECIPIENT'S COPY**

From (Your Name) Please Print Suzanne M. Burt		Your Phone Number (Very Important) ()	
Company BLAZER MATERIALS & SVCS INC		Department/Floor No.	
Street Address 436 7TH AVE RM 1100/KOPPERS BD			
City PITTSBURGH	State PA	ZIP Required 15219	

To (Recipient's Name) Please Print Susan Swales (5HS-12)		Recipient's Phone Number (Very Important) ()	
Company U.S. EPA - Region V		Department/Floor No.	
Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes.) 230 South Dearborn Street			
City Chicago	State IL	ZIP Required 60604	

YOUR BILLING REFERENCE INFORMATION (FIRST 24 CHARACTERS WILL APPEAR ON INVOICE.)
769-524-471-1100IF HOLD FOR PICK-UP, Print FEDEX Address Here
Street Address
City State ZIP RequiredPAYMENT ☒ Bill Sender ☐ Bill Recipient's FedEx Acct. No. ☐ Bill 3rd Party FedEx Acct. No. ☐ Bill Credit Card
☐ Cash

SERVICES	DELIVERY AND SPECIAL HANDLING	PACKAGES	WEIGHT	YOUR DECLARED VALUE	OVER SIZE
1 <input type="checkbox"/> PRIORITY 1 Overnight Delivery	1 <input type="checkbox"/> HOLD FOR PICK-UP (Fill in Box 1)		LBS		
2 <input type="checkbox"/> COURIER-PAK Overnight Delivery	2 <input type="checkbox"/> DELIVER WEEKDAY		LBS		
3 <input type="checkbox"/> OVERNIGHT Box	3 <input type="checkbox"/> DELIVER SATURDAY (Extra charge) <input type="checkbox"/>		LBS		
4 <input type="checkbox"/> OVERNIGHT Tube	4 <input type="checkbox"/> DANGEROUS GOODS (Extra charge)		LBS		
5 <input type="checkbox"/> STANDARD AIR Delivery not later than second business day	5 <input type="checkbox"/> CONSTANT SURVEILLANCE SERVICE (CSS) (Extra charge) (Release Signature Not Applicable)	Total	Total	Total	
	6 <input type="checkbox"/> DRY ICE (Use)	Received At: 1 <input type="checkbox"/> Regular Stop 2 <input type="checkbox"/> On-Call Stop 3 <input type="checkbox"/> Drop Box 4 <input type="checkbox"/> B.S.C. 5 <input type="checkbox"/> Station			
	7 <input type="checkbox"/> OTHER SPECIAL SERVICE	FEDEX Corp. Employee No. 7069			
	8 <input type="checkbox"/>	Date/Time for FEDEX use 5/18/89			
	9 <input type="checkbox"/> SATURDAY PICK-UP (Extra charge)				
	10 <input type="checkbox"/>				
	11 <input type="checkbox"/>				
	12 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) (Extra charge)				

Emp. No.	Date	Federal Express Use
<input type="checkbox"/> Cash Received		Base Charges
<input type="checkbox"/> Return Shipment		Declared Value Charge
<input type="checkbox"/> Third Party		Other 1
<input type="checkbox"/> Chg. To Hold		Other 2
Street Address		Total Charges
City State Zip		
Received By: X		
Date/Time Received	FedEx Employee Number	
Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom.		
Release Signature: _____		

PART #111800
SERIAL 1007 7/88
PRINTED IN U.S.A. NCREC
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